BENGALURU METROPOLITAN TRANSPORT CORPORATION

Central Office: BENGALURU

#	Particulars	Details
(a)	Name and address of the procuring entity	Bengaluru Metropolitan Transport Corporation, KH Road, Bengaluru – 560027.
(b)	Designation and address of the Tender Inviting Authority	Controller of Stores and Purchases
(c)	Name of the Service and tender no.	Empanelment of Agency for Electronic Toll Payments for BMTC buses Tender No.BMTC/2023-24/SE0075
(d)	Last date for submission of the bid through e.procurement portal	26.06.2023 @14.30 Hrs.
(e)	Pre-bid meeting	20.06.2023@11.30 Hrs Mini Meeting Hall, 4th Floor, BMTC Central Office, Shanthinagar, Bangalore-27
(f)	Earnest Money Deposit payable through e.procurement portal	Rs.1,00,000.00(One Lakh Rupees)
(g)	a) Due time and date for receipt of the bid through e-portal	26.06.2023 @14.30 Hrs.
(h)	Time, Date, and Place of opening the Bid	Opening of the Pre-qualification offer: 28.06.2023@14.30Hrs. Opening of the Commercial offer: 30.06.2023@14.30Hrs. Tender Section, 5th floor, BMTC central Offices, Shanthinagara, Shanthinagar, Bangalore-27
(j)	BMTC Contact Information	Controller of Stores and Purchases, BMTC Central Offces, Shanthinagar, Bangalore-27. Phone No: 7760991165

REQUIREMENT FOR PROPOSAL (RFP)

Subject: Empanelment of Agency for Electronic Toll Payments for BMTC buses.

1. Organization Profile:

Bengaluru Metropolitan Transport Corporation (BMTC) separted from KSRTC and became independent Corporation on August 1997 under the provisions of the Road Transport Corporation Act 1950 with the objective of providing adequate, efficient, economic, reliable, safe and properly coordinated road transport services.
BMTC operates its services in and around Bengaluru city and sur-urban areas. Presently, operating

Some key statistics relating to BMTC operations are as follows:

	Description	**BMTC**
1	Depots	48
2	Zones	06
3	Major Bus stations	03
4	TTMC	10
5	No. of buses	6802
6	Schedules (as on 28-02-2023)	5567
7	Schedule Kms per day	10.85 lakhs
8	Average traffic revenue per day	468.94 lakh
9	Average passengers travelling per day	28.00 lakh
10	Staff	29,573
11	Staff ratio per schedule	5.30

2. Project Profile & Background Information

BMTC is established to provide safe, affordable, reliable, efficient and eco-friendly transport services to the public in and around the Metropolitan area of the Bengaluru. BMTC has administrative jurisdiction from 25.0 kms radius from BBMP. BMTC is connecting major cities and sururban areas of Bengaluru.

During operation of services on National Highways and other tolled roads, BMTC is making payments of Toll Fee through FASTags while passing through the Toll plazas. Monthly passes and Daily Passes are procured for selected services based on operational convenience.

The Ministry of Road Transport and Highways (MoRTH) and National Highway Authority of India (NHAI) have launched FASTag project, for Electronic Toll Collection at all Toll Plazas across the country.

FASTag is a simple to use, reloadable tag which enables automatic deduction of toll charges and lets vehicles pass through the toll plaza without stopping for the cash transaction. FASTag is linked to a prepaid account from which the applicable toll amount is deducted. The tag employs Radio-frequency Identification (RFID) technology and is affixed on the vehicle's windscreen after the tag account is active. FASTag is a perfect solution for hassle-free trip on National Highways. FASTag is presently operational at 08 toll plazas viz Elevated fly Over Toll on Hosur Road, Devanahalli Toll Ballari Road, JAS Toll Tumakuru Road, Kunigal Toll Kunigal Road, Lanco Toll Hosakote Road, Doddaballapura Road, Nelamangala Flyover, Nice Road across national and state highways. Installation of FASTag for BMTC buses is likely to result in financial savings besides reduction in travel time.

BMTC invites tender from the NHAI approved Service provider Banks / Companies / Firms, to provide Electronic Toll Payment services for buses of BMTC operated through various Toll Plazas on NHAI and other tolled roads, equivalent to FASTag or any other similar system. The bidder will have to provide a customised solution to BMTC for Electronic Toll Payments.

3. SCOPE OF WORK

3.1 The broad scope of work will include providing Electronic Toll Payment (ETP) services for buses / vehicles of BMTC operated through various Toll Plazas on National Highways and other tolled roads, equivalent to FASTag or any other similar system. The bidder will have to provide a customised solution to BMTC for Electronic Toll Payments, as per bid Document.

3.2 Bidder shall extend all concession benefits to BMTC like Daily passes (**valid for 12 hours/24 hours or no. of trips**), monthly passes (valid for 30 days or specified no. of trips) issued by Toll Plazas.

3.3 Bidder shall provide discount to BMTC, over and above the benefits already available to BMTC.

3.4 Bidder shall provide all statistics related to BMTC bus operations and MIS modules for payment reconciliation and verification. Adequate number of BMTC users shall be allowed access to this module.

3.5 The bidder may install FASTag or similar tracking device to monitor BMTC bus movements across toll plazas. Vehicles covered under this facility shall be allowed to pass through the Toll Plazas without cash payment through the exclusive lanes provided for FASTag.

3.6 Bidder shall install FASTag or tracking devices free of cost to all BMTC vehicles including new buses and replacements due to vehicle damages, wear and tear.

3.7 BMTC vehicles provided with FASTag or ETP system shall not make any type of cash payments at Toll plazas. Vehicles not covered under this system (if any) shall make applicable payments.

3.8 BMTC, vehicles shall be allowed to pass through FASTag lanes.

3.9 The bidder has to either load the amount to FASTag on behalf of BMTC or procure credit facility from the Toll Plaza operators. BMTC will make payments to the bidder on T+1 basis, subject to receipt of previous days billing details and bank working days.

3.10 The bidder shall send or generate from software module, daily statement of Toll payments against the actual movement of buses to BMTC providing details like Vehicle no, Vehicle type, Depot, Zones, Date and time, FASTag or ETP ID, Toll Plaza, Toll fee payable, concession / discounts (Daily pass, monthly pass, NHAI, Toll plaza, Agency discount) etc. indicating amount payable.

3.11 If any additional Toll chargers are deducted, such additional charges shall not be borne by BMTC, Bidder shall take all necessary measures for collecting of such additional charges from the concerned Toll Plaza.

4. BID PROCESS

4.1 Bidding Instructions

The Scope of Work and Functional & Technical Specifications of the Service covered by this Request for Proposal (RFP) have been detailed.

The Bidder must fully understand the scope of work and functional specifications as outlined in this RFP. This provides the instructions together with terms and conditions of the bid process for the purpose of this RFP. The contents of the document broadly cover the following areas:

General Instructions for Bid Process

a) Submission of tender documents (Pre-qualification and Financial responses of the bidder) through e-Procurement system and submission requirements.

b) The tender is invited as per the provisions of Karnataka Transparency in Public Procurement Act-1999 in two cover system i.e., Pre-Qualification (Technical) and Financial offers separately. The Following Documents are available in the Tender document.

   Annexure 1 – No. of buses for FASTag or tracking devices for BMTC

   Annexure A - Format for Covering letter

   Annexure B1 - Profile of Bidder

   Annexure B2 - Pre-Qualification Form

   Annexure B3 - Certificate of verification from chartered accountant

c) **Submission of Pre-Qualification offers through e-Procurement Portal**.

i. In the first cover, Pre-qualification details as specified in **Annexures B1, B2 & B3** shall be filled and uploaded.

ii. The Bidder shall pay the Bid processing fee and EMD through any of the e-payment modes.

iii. The Bidder shall ensure credit of Bid Processing Fee and EMD into the respective bank accounts of e-Procurement on or before the last date of the bid submission.

iv. The necessary pre-qualification documents self attested by the concerned shall be scanned and attached along with **Annexures B1, B2 & B3**. The pre-qualification offer without attachment of scanned documents will be disqualified.

d) **Submission of Financial offer through e-procurement portal**: Only the End rate shall be provided by the Bidder in the appropriate field against each item. Financial offer shall not be submitted in hard copy. Financial offer submitted through e-procurement portal will only be considered for evaluation. The uploading of financial offer along with the pre-qualification offer and documents will lead to the disqualification of the firm.

e) The Bid inviting authority reserves the right to extend the last date of receipt of the Bid which would be available in the e-procurement portal.

f) The bidders are expected to examine all instructions, forms, terms, Service requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Security.

4.2 Pre-Qualification Criteria

The following criteria must be strictly fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences shall be rejected summarily. The conditions mentioned below are mandatory to qualify the bid. Non-compliance of any condition shall lead to disqualification of the Bid.

Sl. No.	**Basic Requirement**	**Specific Requirements**	**Documents Required**
1	General Requirement	The bidder should be a registered company under Companies Act, 1956 of India.	Certificate of incorporation OR Registration Certificate
2	General Requirement	Bidder should be authorised by NHAI to provide FASTag or Electronic Toll Collection / Payment	Authorisation letter / copy of agreement or MOU should be enclosed.

		services.	
3	Turnover	The Bidder must have annual turnover of at least Rs.100.00 Crore during 2019-2020, 2020-21 and 2021-22.	Audited and Certified Balance Sheet and Profit / Loss Account for the last Three Financial Years should be enclosed. OR CA Certificate should be enclosed.
4	Net Worth	The Bidder must have positive net worth during 2019-2020, 2020-21 and 2021-22.	CA Certificate mentioning net worth should be enclosed.
5	Tax Registration	The Bidder should have a registered number of a. GST where his business is located b. Income Tax PAN	Copies of relevant Certificates of Registration.
6	Client details	The Bidder shall provide list of their clients indicating number of vehicles covered with FASTag.	Work orders / Performance certificates / relevant documents must be enclosed.

4.3 Earnest Money Deposit (EMD):

A) The EMD amount fixed is Rs.1,00,000/- (Rupees One Lakh Only). The bidders shall remit EMD of Rs.1,00,000/- [Rupees One Lakh only] through e-portal by e-payment.

B) The EMD will not carry any interest. The EMD of the unsuccessful bidders will be refunded only after finalization of tenders. The Corporation shall not be responsible for any delay in refund of EMD due to reasons beyond its control in finalizing the tenders.

C) The EMD of the successful bidder shall be refunded after submission of the Security Deposit of Rs.5,00,000/- as per clause 5.4.

D) In case, the successful bidder fails to fulfil the requirements as stated above within the stipulated time, the entire EMD shall be forfeited and allotment shall be cancelled by duly black-listing the concerned bidder for a period of 3 years.

E) The EMD shall also be forfeited on the following occasions, in case the bidder;

i. Withdraws the tender after opening of the tender during the period of tender validity i.e. from the date of notifying of the tender to the date of allotment of the tender.

ii. Makes false representations with regard to Pre-Qualification criteria.

iii. Fails to keep up to the commitments made in the bid.

iv. Submits multiple proposals / bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified and liable to be black listed by the Corporation, unless additional proposals / bidders are withdrawn upon notice immediately.

v. Fails to furnish the required security deposit within the specified time limit.

vi. Withdraws or amends its tender or derogates the tender in any aspect.

4.4 Bidder Inquiries and Responses:

The mode of delivering written questions to the afore-mentioned contact is through email only with subject line as RFP for "**Empanelment of Agency for Electronic Toll Payments for BMTC buses**".

The bidders shall send their queries at the following email address: COSP@MYBMTC.COM.

4.5 Supplemental Information to the RFP

If BMTC deems it appropriate to revise any part of this RFP or to issue additional data to clarify any provisions of this RFP, it may issue supplements to RFP. The amendments / supplements shall be published on the website **(www.kppp.karnataka.gov.in)** Prospective bidders are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this RFP. All such supplements shall be part of the RFP and the bidders shall submit their bids on that basis. BMTC makes no representation or warranty as to the completeness or accuracy of any response nor does the BMTC undertake to answer all the queries that have been posed by the bidders.

4.6 Bid Preparation Cost

The bidder will be responsible for all costs incurred in connection with the participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal, in providing any additional information required by BMTC to facilitate the evaluation process, and in negotiating a definitive Service Level Agreement and all such activities related to the bid process. Further, no reimbursable cost may be incurred in anticipation of award of license.

4.7 Advice to Bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after their careful study and examination of the RFP document with full understanding to its implications.

Bidders are required to quote their offer for the Empanelment of Agency for Electronic Toll Payments for buses of BMTC.

4.8 Pre-bid meeting

Pre-bid meeting will be conducted on 20.06.2023 at 11.30 Hrs in the Mini Meeting Hall, 4th Floor, BMTC Central Offices, Shanthinagar, Bengaluru-560027.

4.9 Right to Cancel the Process

i) The BMTC may cancel the bidding process at any time without assigning any reason. The BMTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.

ii) This RFP does not constitute an offer by BMTC. The BMTC may invite the bidder for further discussions and negotiation towards the process of selection. The commencement of such negotiations does not, however, signify a commitment by BMTC to execute a license or to continue negotiations. The BMTC may cancel negotiations at any time without assigning any reason.

4.10 Deadline for Submission of Proposals:

Last Date and Time of Tender document through e-Procurement portal: **Date 26.06.2023** at 14.30 hours

4.11 Attachments with the Bid:

Submit required documents through e.procurement portal only.

4.12 Bid Opening:

Opening of Technical bid: **Date 28.06.2023 @ 14.30 hours**

Opening of Financial bid: **Date 30.06.2023 @ 14.30 hours** (Tentative)

4.13 Validity of Bids

i) The pre-qualification and financial bids shall be valid for a period of six months from the closing date of submission of the proposals.

ii) A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.

iii) BMTC may solicit the bidder's consent for an extension of the validity period for the bids. The request and the responses thereto shall be made in writing to BMTC. However, BMTC reserves the right to take any decision in this regard.

4.14 Clarification of Offer:

All the Bid forms will be opened and scrutinized on the basis of documents and information furnished by the Bidder along with the tender document. The BMTC may obtain clarifications wherever required and the Bidder will abide to clarify the same within the stipulated time.

4.15 Language of Bids:

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of the BMTC and will not be returned.

4.16 Rejection:

a. Incomplete offer / tender received after the stipulated time and date, financial offer through internet and not accompanied by EMD (Online payment), Supporting documents (online attachments) will be rejected.

b. Any person / agency / organization, who / which was an agent to the Corporation in the past and defaulted in payment of license amount, is disqualified from participating in this tender.

c. The bids / offers made under this tender shall be valid for a period of six months. The bidder shall not withdraw or revise the tender during this period. In case of bidder revises or withdraws his tender during this period, the EMD / security deposit remitted by him shall be forfeited in addition to other remedies open to the Corporation in respect of loss which may be caused due to such withdrawal of alteration.

d. All communications to the successful bidders / licensees through email / fax / letter / SMS to their contact details given in the tender form and agreement shall be deemed as valid for any purpose under this tender.

4.17 Bid Evaluation

4.17.1 Evaluation of Bid

A Two-part Bid System shall be followed for the bid evaluation. The first part would be pre-qualification criteria/technical evaluation. Second part would be financial evaluation.

The details of evaluation have been explained below.

i) **Evaluation against qualification criteria**: The first stage of evaluation would involve examination of the bid documents of each of the bidders against the pre-qualification criteria set out. This is to ensure that the technical skill base, experience and financial capacity and other bidder attributes claimed therein are consistent with the

needs of this service. These conditions have been listed down under the section “Pre-Qualification Criteria”. BMTC may ask bidders for additional information, visit to bidder’s site and / or arrange discussions with their professional, technical faculty to verify claims made in bid documentation.

The Pre-qualification/technical proposal must NOT contain any pricing information.

ii) **Financial evaluation**: The financial bids of only such bidders that meet each of the pre-qualification criteria mentioned would be opened for financial evaluation. The financial evaluation will take into account the information supplied by the Bidders in the financial proposal, and the same shall be evaluated in accordance with the evaluation criteria specified in this RFP. The financial evaluation would be based on H1 as described in this RFP i.e. the bidder with the highest financial quote shall be eligible for award of license. **The financial quote shall be in percentage (%).**

The financial bid should not be conditional and no technical information should be provided along with the financial proposal.

- A substantially responsive Bid is one, which conforms to the requirements, terms, conditions and specifications of the Request for Proposals without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the Deliverables, or which limits in any substantial way, inconsistent with the Request for Proposals, department’s rights or the Bidder's obligations for, performance of the Service and the rectification of which deviation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- BMTC may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

4.17.2 Method for Evaluation H1 bidder

a. The methodology used for evaluating bidders (who qualify in technical proposal) based on the rates quoted by them in their financial bid shall be as follows, which is final and binding to all bidders. BMTC shall not entertain any queries on its evaluation methodology for H1 bidder.

b. The successful bidder shall be decided based on the **maximum discount offered for Electronic Toll Payments over** and above the discount / concessions / benefits from Toll Plaza operators like Daily passes, monthly passes, FASTag discount (by NHAI), Toll operator discount etc. as quoted in **e-procurement portal,** subject to fulfilling the Pre-Qualification criteria. In the event of cancellation of any selected bidder / contract for any reasons, BMTC reserves the right to select the next highest bidder.

c. Negotiations with the H1 bidder could be done for finalizing the rates at which the contract would be awarded to the Bidder.

d. The bid should be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work.

e. The rate offered shall be firm for entire duration of the contract. Once the discounts have been quoted to BMTC, no change / modification will be entertained for any cause whatsoever (including changes in regulation, tax and duty structure etc.). The discounts once provided by the bidder will be valid for the entire period of validity of the bid as defined in the bid document.

f. The bidder shall be responsible for the costs towards travel / stay, daily allowance or any other allowances with respect to their staff deployed with respect to the execution of this service before or after the award of the contract.

g. In case of a tie for H1, negotiations will be conducted with both the bidders and the bidder quoting highest value (%) will be selected as licensee.

5. AWARD OF LICENSE

5.1 Notification of Award

BMTC will notify the successful bidder in writing by way of Letter of Award, that its proposal has been accepted as per Bid evaluation of this RFP.

5.2 License Period

The license period will be **3 years and it will commence from .....th day of Letter of Award.** This period is extendable for another two years on mutually agreed terms & conditions based on the satisfactory performance of the licensee.

5.3 Right to accept / reject any or All Proposals

BMTC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of license, without thereby incurring any financial or other liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BMTC's action.

5.4 Security Deposit

i) The successful bidder shall remit Rs.5,00,000/- (Rupees five lakh only) as Security deposit in the form of Demand Draft payable in favour of CAO-FA, BMTC, Bangalore or in the form of Bank guarantee.

ii) Security deposit will not carry any interest.

iii) The successful bidder shall remit security deposit and enter into agreement within 15 days of his selection as the licensee. Any failure to remit such security deposit and enter into agreement shall lead to forfeiture of the EMD.

iv) Security deposit is refundable after successful completion of the agreement period adjusting amounts due to BMTC, if any.

v) Security deposit is liable to be forfeited either in full or part, if the service provider fails to complete the service as per the terms and conditions of the assignment orders or in case of non-settlement of claims.

vi) In the event, bidder commits a breach of any of the terms and condition of the agreement or fails to observe or comply with any of the requirements under this license, BMTC shall be entitled to forfeit the security deposit either in whole or part at its discretion without prejudice to other rights and remedies open to BMTC and it shall be binding on bidder.

5.5 Signing of Agreement

The successful Bidder shall execute the Agreement with BMTC, within 15 (fifteen) days from the receipt of the LOA. This license shall be on the basis of RFP document, proposals of the Bidder, applicable guidelines of Competent Authorities, and other terms and conditions as may be determined by the BMTC to be necessary for due performance of the work.

5.6 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BMTC may award the license to the next best value bidder (H2) or call for new proposals and / or forfeit Security Deposit.

6. PAYMENT OF TOLL FEE

6.1 Payment of Toll fee shall commence after the bills for previous day are submitted by the Service Provider electronically. Payment for previous day will be made on the next working day (T+1).

6.2 Billing shall be 100% accurate and provide toll fee payable after allowing concessions towards daily pass, monthly pass, NHAI discount, operator discount and service provider discount.

6.3 Billing module shall provide access to BMTC users to verify toll fee payble based on bus number, depot, toll plaza, date of transaction etc. This is essential for payment verification and reconciliation.

7. SERVICE LEVEL METRICS

The purpose of **SERVICE LEVEL METRICS** (hereinafter referred to as SLM) is to clearly define the levels of service to be provided by the successful bidder BMTC for the duration of this contract. SLM defines the terms of the successful bidder’s responsibility in ensuring the timely delivery of the services and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement.

The successful bidder has to comply with all the terms of SLMs defined below to ensure adherence to service timelines, quality and availability of services.

Description	Remarks
Vehicles not allowed to pass through Toll Plaza on monthly basis due to defective FASTag or any other reasons attributable to serviceprovider	Action to be taken to resolve the problem within 7 days
Delay in Fitment of FASTag or authorization for Toll payments	New vehicles / Existing Vehicles – Action to be taken to resolve the problem within 7 days
Excess billing for same vehicle i.e. discount / concession not provided.	Action to be taken to resolve the problem within 7 days (from the date of issue raised by Division / Depot)
Wrong billing – Billing for vehicles other than BMTC or vehicle which has not passed through the Toll Plaza.	Action to be taken to resolve the problem within 7 days (from the date of issue raised by Division / Depot)

8. Exit clause:

This Agreement shall, at the option of either Party, by giving proper reasoning, to be terminated by that Party by giving to the other Party at least 90 (Ninety) days advance notice in writing in that regard. During such notice period, this Agreement shall continue to subsist and both Parties shall continue to abide by the terms laid down in this Agreement.

8.1 Without prejudice to the provisions of the foregoing clauses, this Agreement may be terminated by either Party after giving written notice of 90 (Ninety) days if;

a) The other party has defaulted in the performance of its roles and responsibilities or has provided untrue declaration, representation, undertaking or warranty or has breached the same.

b) There is Material breach of any of the terms and conditions of the agreement, however prior to termination, the non-defaulting Party shall serve written notice to defaulting Party to cure the breach within 30 (thirity) days of receipt of notice, if the defaulting Party fails to cure the breach within 30 (thirty) days of receipt of notice, then the non-defaulting Party may at its discretion terminate the Agreement.

8.2 Upon termination of this Agreement, any rights, obligations and liabilities of the Parties accrued up to and including the date of such termination shall not be affected thereby.

9. OTHER TERMS & CONDITIONS:

9.1 Responsibilities of BMTC:

a) **BMTC** shall make available all the buses in the Depots to the Bidder for mounting FASTag or tracking hardware.

b) **BMTC** shall provide power supply from bus battery to the tracking hardware, if any.

c) **BMTC** shall communicate addition / scrapping of buses in the Depot to the bidder so as to install / remove the FASTag or tracking hardware.

d) Similarly, transfer of buses from one Depot to another shall be communicated to the bidder to monitor the FASTag or tracking hardware.

e) To ensure timely payments after receipt of bills electronically.

9.2 Responsibilities of Service Provider

a) The Service Provider has to install FASTag or tracking hardware in the buses within **15 (fifteen) days** from the date of agreement.

b) The Service Provider shall not damage any property or infrastructure of the **BMTC**.

c) The successful Service Provider or any person working with or under him shall enter into the Depot premises only with prior permission of the Depot Incharge to take up the work of installations, etc.

d) Database / application has to be provided by the licensee to monitor the services in terms of number of buses, toll fee payable, movement through date / time / bus no., reconciliation of toll fee payments etc.

e) The successful Service Provider shall furnish information that may be required by the Corporation from time to time connected with the usage of FASTag or tracking hardware.

f) Responsibility towards all legal matters that shall arise from infrastructure as well customer service lies with the Service Provider. **BMTC** shall not be liable for any such legal matters.

9.3 General Terms & condition

a. The Corporation reserves the right to disallow entry of any persons engaged or authorised by the Service Provider to enter into any Bus Station or Depot premises.

b. The BMTC shall not be responsible for any loss and / or damage to wear and tear of the FASTag or tracking hardware of the licensee, if any, for any reason whatsoever, during or the license period.

c. The BMTC is not liable to pay compensation in case of death or injury (simple / grievous) caused to any person engaged by the Service Provider for installing FASTag or tracking hardware. The

Service Provider is liable to bear all expenses and for payment of compensation in such cases.

d. The workers of the Service Provider shall not be treated as employees of Corporation/BMTC in any case and the Service Provider will be solely responsible for their affairs and will be under obligation to comply with the statutory obligation. These workers will have no claim whatsoever, to be treated as employees of the Corporation/BMTC.

e. The Managing Director of **BMTC** reserves the right to accept, reject or modify tender without assigning any reasons thereof.

f. The Service Provider shall perform the services and carry out its obligations under the License with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standards recognized by national / international professional bodies and shall observe sound management, technical and engineering practices. The Service Provider shall always act, in respect of any matter relating to this License, as faithful advisors to **BMTC** and shall, at all times, support and safeguard BMTC legitimate interests in any dealings with Third parties, Upgrade of technology, certifications in accordance with the guidelines from time to time, software at their cost.

g. BMTC reserves the right to assess the performance of the Service Provider prior to commencement or in between the work progress. The assessment may cover all areas related to the agreement, especially methodology, manpower, infrastructure etc.

h. The selected bidder shall indemnify the BMTC against all third party claims of infringement of patent, trademark / copyright or industrial design rights arising from the use of the supplied software / hardware / manpower etc. and related services or any part thereof and against all losses, claims or damages on account of non-performance under this license.

i. If the selected bidder is not able to fulfil its obligations under the license, which includes non completion of the services BMTC reserves the right to select another bidder to accomplish the services. Any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder

j. The selected bidder shall not outsource / sub license the works assigned to any other party under any circumstances. This violation will attract forfeiture of EMD / Security deposit and cancellation of agreement / License. The cost incurred on executing the agreement / license through alternate sources will also be recovered from the outstanding bills or by raising claims.

k. The original documents / photographs or any other material given to bidder for digitization or any other requirement should be handled with utmost care. The originals given to bidder

should be returned without any damage. Protecting the sanity of originals is complete responsibility of the bidder. Any damages to the originals will invite penalties as decided by **BMTC** and recoverable from the negligent bidder.

9.4 Termination for Default

Default is said to have occurred:

i) If the selected Bidder fails to deliver any or all licensed services as per service standards specified in the License.

ii) If the selected Bidder in the judgment of the **BMTC** has engaged in corrupt or fraudulent practices in competing or in executing the License.

iii) If the bidder, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from the **BMTC** (or takes longer period in spite of what the Corporation may authorize in writing), **BMTC** may terminate the license in whole or in part. In addition to above, **BMTC** may at its discretion also take the subsequent actions.

iv) **Risk Purchase**: In the event BMTC terminates the License in whole or in part, **BMTC** may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the selected Bidder shall be liable to **BMTC** for any excess costs for such similar services. However, the Bidder shall continue performance of the License to the extent not terminated.

9.5 Termination for Insolvency

BMTC may at any time terminate the license by giving 30 days written notice to the selected Bidder if the latter becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BMTC.

9.6 Force Majeure

a) The successful Bidder shall not be liable for forfeiture of its Security Deposit, Liquidated Damages, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the License is the result of an event of Force Majeure.

b) For purposes of this clause, “Force Majeure” means an event beyond the control of the successful Bidder and not involving the successful Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the State in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c) The Party seeking to rely on Force Majeure shall promptly, within two days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure.
d) Notwithstanding the terms of this Article, the failure on the part of the Service Provider under the Agreement to implement any disaster contingency planning and back-up and other data safeguards against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

9.7 Resolution of Disputes

In case of any disputes regarding interpretation of terms and conditions of license, may be referred to the Managing Director, BMTC and decision of Managing Director, BMTC in this regard shall be final and binding on both the parties.

9.8 Notices

Any notice given by one party to the other pursuant to this License shall be sent to the other party in writing to Corporate Office address or through official e-mail. The term "in writing" means communicated in written form with proof of receipt. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post or email to such Party’ s address.

Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) A party may change its address for notice hereunder by giving the other party notice of such change.

9.9 Confidentiality

The selected bidder shall not, without BMTC’s prior written consent, disclose the License, or any provision thereof, or any specification, plan, drawing, pattern, sample of information furnished by or on behalf of **BMTC** in connection therewith, to any person other than a person employed by the Bidder in the Performance of the License. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.

9.10 Governing Law and Jurisdiction:

This tender shall be construed and interpreted in accordance with and governed by the laws of India and any dispute between parties shall lie within jurisdiction of courts at Bangalore city only.

Annexure - 1

No. of buses of BMTC for providing Electronic Toll Payments

Division	No. of buses
EAST	336
WEST	42
NORTH	301
SOUTH	03
NORTH EAST	301
CENTRAL	323
TOTAL	**1306**

Note: Number of buses will vary due to induction and replacements.

Annexure – A

Format for Covering Letter

To,

.....
BMTC, Central Offices,
K. H. Road, Shantinagar,
Bengaluru – 560027.

Subject: Empanelment of Agency for Electronic Toll Payments for BMTC buses.

Reference: Tender No. BMTC/2023-24/SE0075

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP. To meet such requirements and provide such services as required are set out in the RFP, we attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan.

If our proposal is accepted, we will provide the Security Deposit, through Demand Draft to BMTC for **Rs.5,00,000/- (Rupees Five lakh only) .**

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this RFP response for a period of SIX MONTHS from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal license is prepared and executed, this RFP response, together with your written acceptance thereof in your notification of award, shall constitute a binding license between us and BMTC.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents delivered or to be delivered to BMTC is true, accurate and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead BMTC as to any material fact.

We agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the RFP response.

It is hereby confirmed that I / We are entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:
(Signature)
(Name)
(In the capacity of _____)

Witness Signature:
Witness Name:
Witness Address:
[Seal / Stamp of bidder]

Annexure – B1

To,
.....
BMTC, Central Offices,
K. H. Road, Shantinagar,
Bengaluru – 560027.

Subject: Empanelment of Agency for Electronic Toll Payments for BMTC buses.

Reference: Tender No. BMTC/2023-24/SE0075

*****

Dear Sir,

We hereby furnish the following details as under:-

1	**Name and Address of the Bidder**		
a	Name of the firm		
	Office Address:		
	Telephone and Fax Number		
b	Works Address:		
	Telephone and Fax Number		
c	Name of the Authorized Signatory		
	Phone & Mobile Phone No.		
d	Valid email address		
e	Name of the Contact person		
	Phone & Mobile Phone No.		
2	Pre-qualification Information		
a	We are registered company under Companies Act, 1956 of India. (Yes or No)		
b	Valid contracts with all the partners prior to the date of issue of RFP. (Yes or No)		

Sl. No.	**Client Name**	**Activities / Services rendered**	**Agreement date / period**
1			
2			
3			

3	**Turnover Details** (shall be furnished for 3 continuous years)	**Turnover in Rs. Crore**	**Profit in Rs. Crores**
	For the year 2019-20		
	For the year 2020-21		
	For the year 2021-22		
4	**UNDERTAKING**		
a	We undertake to provide FASTag or Electronic Toll Payment services for buses of BMTC. (Yes or No)		
b	We are not joint venture / joint bidding company and we have exclusively associated with		

	providing FASTag or Electronic Toll Payment services (Yes or No)	
c	We have valid PAN, GST and service Tax Number. (Yes or No)	
5	**DOCUMENTS ATTACHED (SCANNED) FOR PRE-QUALIFICATION**	
	We have attached the following documents in Electronic Mode (Scanned) for Pre-qualification.	
a	On-line e-payment (towards EMD) (Yes or No)	
b	Certificate of Incorporation / certificate of Registration(Yes or No)	
c	Authorisation from NHAI to provide FASTag or Electronic Toll Payment services. (Yes or No)	
d	Audited Statement of Accounts for the year 2019-2020 duly signed by the CA and Authorised Signatory (Balance sheet and Profit & Loss Statement) (Yes or No)	
e	Audited Statement of Accounts for the year 2020-2021 duly signed by the CA and Authorised Signatory (Balance sheet and Profit & Loss Statement) (Yes or No)	
f	Audited Statement of Accounts for the year 2021-2022 duly signed by the CA and Authorised Signatory (Balance sheet and Profit & Loss Statement) (Yes or No)	
g	Declaration forms (Annexure A).	
h	CA certificate duly filled by the chartered accounts in the prescribed format (Annexure B3). (Yes or No)	
i	Work Orders / Agreement / Satisfactory Certificate / Purchase orders for Clients including Government / public undertakings(Yes or No)	
j	PAN Registration Certificate(Yes or No)	
k	GST Registration Certificate(Yes or No)	
l	Service Tax Registration Certificate(Yes or No)	
m	Other Supporting Documents(Yes or No)	
6	We are aware of the fact that the Tender submitted by us through electronic portal is valid offer. Any variation committed / observed compared to original documents submitted subsequently will lead to disqualification of our offer and also the Corporation reserves the right to Black-list us apart from initiating other legal action. (Yes or No)	

Date:
(Signature)
(Name)
(In the capacity of _____)
[Seal / Stamp of bidder]

ANNEXURE – B2

To,
……
BMTC, Central Offices,
K. H. Road, Shantinagar,
Bengaluru – 560027.

Subject: Empanelment of Agency for Electronic Toll Payments for BMTC buses.

Reference: Tender No. BMTC/2023-24/SE0075

Dear Sir,

We hereby furnish the details of payment of Bid Processing Fee, Bid Form Fee and EMD as under:

1	Name and Address of the Bidder	
a	Name of the firm	
	Office Address:	
	Telephone and Fax Number	
b	Works Address:	
	Telephone and Fax Number	
c	Name of the Authorized Signatory	
	Phone & Mobile Phone No. with valid e-mail address	
d	Name of the Contact person	
	Phone & Mobile Phone No.	
2	Tender Processing Fee to be paid through e-payment mode only	
a	Mode of Payment	
b	Amount Rs:	Rs.500/-
c	Bank Transaction No. (for NEFT/OTC)	
3	EMD Details- to be paid through e-payment mode only	
a	Mode of Payment	
b	Amount Rs:	1,00,000/-
c	Bank Transaction No. (for NEFT/OTC)	

Date:
(Signature)
(Name)
(In the capacity of _____)
[Seal / Stamp of bidder]

Annexure-B3

CERTIFICATE OF VERIFICATION FROM CHARTERED ACCOUNTANT

Subject: Empanelment of Agency for Electronic Toll Payments for BMTC buses.

Reference: Tender No. BMTC/2023-24/SE0075

We hereby certify that the annual average turnover and profit furnished by M/s. ……

……

during the years 2019-20, 2020-21 and 2021-22 is as detailed below and as furnished in the enclosed statement of accounts, is verified by us and found correct.

Year	**Turnover in Rs.**	**Profit in Rs.**
2019-20		
2020-21		
2021-22		

Chartered Accountant

[Signature with seal]

My membership No……..

Address……

……

……